

**IMATION INFINIVault™ DATA STORAGE DEVICE  
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- (iii) remove the Software from the equipment in which it is embedded.

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**Limited Warranty.** IMATION warrants that the Software will substantially conform to its published specifications for a period of ninety (90) days from the receipt of the equipment containing the Software. This limited warranty extends only to END USER as the original licensee. Provided that (a) END USER has notified IMATION of substantial non-conformance during the applicable warranty period, and (b) IMATION has confirmed such Software to be substantially non-conforming, as END USER's sole and exclusive remedy and IMATION's and its suppliers' entire liability under this limited warranty, IMATION will, at its option, repair, replace, or refund the Software free of charge. Except as expressly provided in this End User Agreement, the Software is provided "AS IS" without warranty of any kind. IMATION does not warrant that the Software is error free or that END USER will be able to operate the Software without problems or interruptions. IMATION reserves the right to charge additional fees for repairs or replacements performed outside of the ninety (90) day limited warranty period.

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**Term and Termination.** If the END USER is a department or agency of the U.S. Federal Government, this End User Agreement is effective until terminated in accordance with FAR 52.212.4. In the case of any other END USER, the END USER's license rights under this End User Agreement will terminate immediately upon notice from IMATION if END USER fails to comply with any provisions of this End User Agreement. Upon termination, END USER must destroy all copies of Software in its possession or control.

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**General.** This End User Agreement will bind and inure to the benefit of each party's successors and assigns, provided that END USER may not assign or transfer this End User Agreement, in whole or in part, without IMATION's written consent. No failure of either party to exercise or enforce any of its rights under this End User Agreement will act as a waiver of such rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of this End User Agreement shall remain in full force and effect. This End User Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes and replaces all prior agreements, communications and understandings regarding such subject matter.

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## EXHIBIT 1

### THIRD PARTY SOFTWARE LICENSE AGREEMENTS

#### MICROSOFT SOFTWARE LICENSE TERMS

#### MICROSOFT® WINDOWS® STORAGE SERVER 2003 R2 (WORKGROUP EDITION, STANDARD EDITION, EXPRESS EDITION)

These license terms are an agreement between you and *IMATION*. Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not *IMATION*, licenses those to you.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact *IMATION* to determine its return policy for a refund or credit.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

#### 1. USE RIGHTS.

- *Server Software.* Server software provides functions or services on this server. You may access, boot from, display and run the primary operating copy of the server software only on this server. You may reinstall the server software on this server. You may not use the server software, or its components, on another server.
- *Device Software.* Device software allows a device (other than this server) to access or use the server software. You may install and use the device software on any number of devices.
- *Processor Rights.* You may use the server software with not more than 1 processor at any one time, unless a higher number of allowed processors is indicated on the Certificate of Authenticity for the software.

#### 2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. *Specific Use.* *IMATION* designed this server for a specific use. You may only use the software for that use.

You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement and/or preventative maintenance of this server.

b. *Software Use Limits.* You are not licensed to use any of the following functions of the server software:

- Any use of the server software as a domain controller or any other use of DCPromo.exe.
- *Network Infrastructure Services.* You may not use any functions of the server software necessary to support a server network infrastructure. For example, you may not use Routing and Remote Access Service (RRAS) or Windows Internet Name Service (WINS). You may, however, use Dynamic Host Configuration Protocol (DHCP) and Domain Name System (DNS) functions.
- *Printing Services.* These include print spoolers, drivers, and related files in the server software that enable operation of a printer.
- *Terminal Services.* This function enables devices to use server software, or other software used with the server software to provide similar services. Terminal Services may be used only to the extent required to manage the server Software in Remote Administration Mode.
- *Network Load Balancing Services.*

- **Limitation on Functions Supported by the Software.** *IMATION* licenses you to use the server software to support only the base functions as provided and installed on this server. You are not licensed to use the server to run or support

- (i) directory services (such as Microsoft Active Directory, except that the server may be a member of a domain),
- (ii) enterprise database software (such as Microsoft SQL Server), except non-enterprise engines such as Microsoft SQL Server Desktop Engine and Microsoft SQL Server 2005 Express Edition. The server software also may run or support enterprise database engines (including Microsoft SQL Server) that are integrated in and used only to support the server software as part of the specific use for which *IMATION* designed this server,
- (iii) enterprise resource planning (ERP) software,
- (iv) messaging or enterprise mail (except POP3 mail),
- (v) collaboration software,
- (vi) Microsoft Exchange,
- (vii) web-based time management applications that address appointment, meeting and other calendar items. and/or
- (viii) any office automation or personal computing function (such as word processing, spreadsheets, network browsing or personal finance).

This server may be used (a) to store enterprise database software data files (such as Microsoft SQL Server data files), and (b) to support storage and management of data files in connection with team collaboration software (such as Windows SharePoint Services and Microsoft Exchange data files).

- **No CALs Required.** Devices that access or use functions of server software licensed under these license terms do not require a client access license (CAL). Obtaining a CAL for any Microsoft product does not grant you rights to use functions of the server software not licensed under these license terms.
3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. *IMATION* and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact *IMATION*. Except and only to the extent permitted by applicable law despite these limitations, you may not:
- work around any technical limitations in the software;
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  - make more copies of the software than specified in this agreement;
  - publish the software for others to copy;
  - rent, lease or lend the software; or
  - use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

- **COMPONENT DATA STORAGE.** The software may contain components that use Microsoft SQL Server Desktop Engine ("MSDE"). Only those software components may use MSDE.
- **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.
  - a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit

<http://www.microsoft.com/windowsxp/downloads/updates/sp2/docs/privacy.mspix>.

By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

- **BENCHMARK TESTING.** The software may contain the Microsoft .NET Framework. You may conduct internal benchmark testing of the .NET Framework component of the software (".NET Component"). You may disclose the results of any benchmark test of the .NET Component, if you comply with the following terms:

- (1) you must disclose all the information necessary for replication of the tests;
- (2) you must disclose the date(s) when you did the benchmark tests and version information for all Microsoft software products tested;
- (3) your benchmark testing was performed in accordance with the product documentation and/or Microsoft's support Web sites, and uses the latest updates, patches, and fixes available for the .NET Component and the relevant Microsoft operating system;
- (4) it is sufficient if you make the disclosures at a publicly available location such as a Web site, so long as a public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and
- (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing.

The above terms shall not apply to your disclosure of any customized benchmark test of the .NET Component, if a prospective customer makes such disclosure under confidentiality in conjunction with a bid request. If you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

- **NOTICES ABOUT THE MPEG-4 VISUAL STANDARD.** The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (I) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE,

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If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; [www.mpegla.com](http://www.mpegla.com).

- **SECONDARY BOOT AND RECOVERY COPIES OF THE SOFTWARE.**

**Secondary Boot Copy.** If a secondary boot copy of the server software is installed on the Server, you may access, boot from, display and run it solely in the event of a failure, malfunction, or corruption of the primary operating copy of the server software, and only until the primary operating copy has been repaired or reinstalled. You are not licensed to boot from and use both the primary operating copy and the secondary boot copy of the server software at the same time.

**Recovery Copy.** You may use recovery copy solely to repair or reinstall the server software on the Server.

- **NO RENTAL.** You may not rent, lease, lend, or provide commercial hosting services with the SOFTWARE.

4. **PRODUCT SUPPORT.** Contact *IMATION* for support options. Refer to the support number provided with the device.
5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.
6. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in *IMATION*'s software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.
7. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.
8. **NOT FAULT TOLERANT.** The software is not fault tolerant. *IMATION* installed the software on the device and is responsible for how it operates on the device.
9. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.
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11. **LIABILITY LIMITATIONS.** You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

12. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include

restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

## **MICROSOFT® SQL SERVER™ 2005 (CAL VERSIONS)**

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The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not *IMATION*, licenses those to you.

This software does not transmit personally identifiable information from your server to Microsoft Corporation computer systems without your consent.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact *IMATION* to determine its return policy for a refund or credit.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

### **1. USE RIGHTS.**

- *Server Software.* Server software provides functions or services on this server. You may use, access, boot from, display and run one copy of the server software only on this server. You may reinstall the server software on this server. You may not use the server software or its components on another server.
- *Assignment of the License to this Server.* The license for the server software is permanently assigned to the server with which the server software was distributed. If the server has multiple hardware partition(s) or blade(s), you must permanently assign that license to one of the hardware partition(s) or blade(s). You may assign other software licenses to the same server, but you may not assign the same license to more than one server. Each hardware partition or blade is considered to be a separate server.

### **2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

- a. *Specific Use.* *IMATION* designed this server for a specific use. You may only use the software for that use.

You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement and/or preventative maintenance of this server.

b. *Client Access Licenses (CALs).*

- i. In addition to the server software license, you must acquire the appropriate CAL for each device or each individual person ("User") that accesses the server software directly or indirectly.

- The edition of the CAL must correspond to the edition of the Licensed Product that the device or User will access. For example, for SQL Server 2005 Enterprise Edition software, you must acquire CALs for SQL Server 2005 Enterprise Edition. You may not use CALs for SQL Server 2005 Standard Edition or SQL Server 2005 Workgroup Edition.
- You do not need a CAL for the server.

- ii. *Types of CALs.* There are two types of CALs: device CALs and User CALs. Each device CAL permits one device, used by any User, to access instances of the server software on your licensed servers. Each User CAL



permits one User, using any device, to access instances of the server software on your licensed servers. You may use a combination of device CALs and User CALs.

iii. **Reassignment of CALs.** You may

- permanently reassign your device CAL from one device to another, or your User CAL from one User to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your User CAL to a temporary worker while the User is absent.

c. **Tools.** You may run or otherwise use the additional software listed below ("Tools") on the server and any number of devices. You may only use the Tools internally with your use of the server software.

- Analysis Services Shared Tools
- Business Intelligence Development Studio
- SQL Server 2005 Books Online
- Connectivity Components
- Legacy Components
- Management Tools
- Notification Services Client Components
- Reporting Services Report Manager
- Reporting Services Shared Tools
- SQL Server 2005 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server Mobile Server Tools

d. **Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

e. **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software. You may only use the software to run the Integrated Application. You may not use the software to develop new applications, databases or tables. You also may not use the software with existing applications, databases or tables, other than those in the Integrated Application. You may, to configure or extend the Integrated Application, use a tool to run queries or reports from existing tables, or use a development environment or workbench that is part of the Integrated Application.

3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. *IMATION* and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact *IMATION*. Except and only to the extent permitted by applicable law despite these limitations, you may not:

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- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

- **COMPONENT DATA STORAGE.** The software may contain components that use Microsoft SQL Server Desktop Engine ("MSDE"). Only those software components may use MSDE.
- **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit

<http://www.microsoft.com/windowsxp/downloads/updates/sp2/docs/privacy.mspx>.

By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
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March 2003

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